

EXHIBIT K

**Excerpts from September 19, 2018 deposition of
Oracle's expert, Barbara Frederiksen-Cross, in**

Rimini II

PUBLIC REDACTED VERSION

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF NEVADA
3 Case No. 2:14-cv-01699-LRH-CWH

4
5 RIMINI STREET, INC., a Nevada
6 corporation

7
8 Plaintiff,
9 v.

10 ORACLE AMERICA, INC., a Delaware
11 corporation; and ORACLE
12 INTERNATIONAL CORPORATION, a
13 California corporation
14 Defendants.

15
16 ORACLE AMERICA, INC., a Delaware
17 corporation; and ORACLE
18 INTERNATIONAL CORPORATION, a
19 California corporation
20 Counterclaimants,
21 v.

22 RIMINI STREET, INC., a Nevada
23 corporation; SETH RAVIN, an
24 individual,
25 Counterdefendants,

26
27 VIDEOTAPED DEPOSITION OF
28 BARBARA FREDERIKSEN-CROSS
29 *HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY*
30 DATE TAKEN: SEPTEMBER 19, 2018
31 REPORTED BY: PAUL J. FREDERICKSON, CCR, CSR
32 JOB NO. 2972276
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39 (Pages 150 - 153)


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1 take the fruit of the labor you have done in 13:53:33	1 it's only a one-line file, and it has nothing 13:56:08
2 customer A's environment and provide that fruit 13:53:35	2 to do with the environment. And -- you know, I 13:56:10
3 to customer B, who was not the original 13:53:39	3 just -- we can go into hypotheticals forever. 13:56:12
4 licensee, it's my understanding that you've -- 13:53:43	4 But -- 13:56:14
5 you've committed an act of cross-use. 13:53:45	5 Q. Do you agree that engineers get 13:56:15
6 Q. So let me make it more stark. 13:53:49	6 more proficient and gain experience as they 13:56:18
7 Let's say the update is just one line of code, 13:53:51	7 perform their work over time? 13:56:22
8 just a simple line of code. And can the same 13:53:54	8 MR. POLITO: Objection, vague. 13:56:24
9 engineer who solved the problem and added that 13:54:00	9 A. With respect to what type of work? 13:56:30
10 one line of code to client A's environment add 13:54:02	10 Q. PeopleSoft engineer who has worked 13:56:33
11 that same line of code six months later to 13:54:04	11 on -- would you agree that a PeopleSoft 13:56:35
12 client B's environment? 13:54:07	12 engineer who is working day in and day out in a 13:56:37
13 MR. POLITO: Objection, incomplete 13:54:08	13 PeopleSoft environment acquires knowledge and 13:56:39
14 hypothetical, calls for speculation, 13:54:10	14 gains experience about where things are 13:56:42
15 vague. 13:54:12	15 located, about how things function, about 13:56:43
16 A. Again, you know, I specifically 13:54:14	16 different modules, et cetera, would you think 13:56:45
17 excluded from my analysis very small examples 13:54:17	17 that they gain experience and knowledge and 13:56:47
18 like that because of my concern that the work 13:54:20	18 proficiency in their job over time? 13:56:50
19 required to determine in any particular case 13:54:24	19 MR. POLITO: Objection, vague, 13:56:53
20 whether a single line of code was or was not 13:54:27	20 compound. 13:56:56
21 necessarily cross-use might outweigh the -- the 13:54:30	21 A. One would hope that they do so. 13:56:59
22 benefit of doing so. 13:54:34	22 Q. So how -- do you believe that the 13:57:04
23 But the answer -- it's the same 13:54:37	23 same engineer can service both client A and 13:57:08
24 answer I gave you before lunch, is it will 13:54:39	24 client B in my hypothetical where both needed 13:57:13
25 depend very much on what was entailed in the 13:54:41	25 the same line of code? 13:57:16
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1 development of that code. If the development 13:54:43	1 MR. POLITO: Objection, vague, 13:57:17
2 of that single line of code relied on the use 13:54:45	2 calls for a legal conclusion, incomplete 13:57:18
3 of customer A's environment to identify where 13:54:50	3 hypothetical, vague as to "in my 13:57:20
4 the code should be -- or identify what the line 13:54:54	4 hypothetical." 13:57:23
5 of code should be, identify where the line of 13:54:59	5 A. In the hypothetical where you 13:57:23
6 code should be asserted or deleted, identify 13:55:01	6 postulated most recently, and I assume that's 13:57:31
7 how to test the code, actually test the one 13:55:04	7 the one where we're still talking about, where 13:57:33
8 line to make sure it was the right line to do 13:55:07	8 a single-line change is developed -- 13:57:36
9 in the right place and insert it in the light 13:55:09	9 Q. Yes. 13:57:37
10 way. You know, if any of that activity on 13:55:12	10 A. -- for customer A and then 13:57:38
11 behalf of customer A is then conveyed via the 13:55:15	11 customer B comes along and needs that change 13:57:40
12 provision of that line of code, whether it's 13:55:23	12 and it is provided to customer B, you would 13:57:42
13 the line of code itself or a reduced testing 13:55:25	13 have to look to the allowable behavior first 13:57:45
14 time or -- or any other benefit that -- that 13:55:28	14 under the contract to determine what -- what 13:57:50
15 customer A received that wasn't -- customer B 13:55:33	15 the license permits a particular customer to 13:57:56
16 is now getting that benefit without having its 13:55:36	16 do. 13:57:59
17 own license been used to achieve that benefit. 13:55:40	17 And then you would have to look at 13:58:00
18 That's where the cross-use occurs. 13:55:45	18 the specific actions of the individual, in this 13:58:04
19 So you're not -- you're providing 13:55:48	19 case, your hypothetical software engineer. 13:58:09
20 something to a customer that was not created or 13:55:49	20 With respect to -- and you would 13:58:11
21 developed using their license. 13:55:53	21 also have to look at what was required in 13:58:16
22 And I think in that context, you 13:55:55	22 developing the fix. So, for instance, Did it 13:58:18
23 know, I -- I can't think of an example as I sit 13:55:58	23 need to be tested? Did you need to figure out 13:58:20
24 here that would not be cross-use. I mean, I -- 13:56:02	24 where to insert the line of code? All of the 13:58:22
25 there is maybe some remote corner case where 13:56:05	25 factors that I talked about before. And say, 13:58:24
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1 your answer before counsel interrupted? 14:58:26	1 experience about where the issue is, how to fix 15:00:25
2 THE WITNESS: I was close to the 14:58:29	2 it. How does that engineer forget what he or 15:00:28
3 end of my answer. 14:58:30	3 she has learned when they need to go or want to 15:00:31
4 A. I was just saying that I had 14:58:30	4 go implement it in client B's environment? 15:00:34
5 applied my understanding of cross-use as best I 14:58:32	5 MR. POLITO: Same objections. 15:00:36
6 could in my analysis with respect to the actual 14:58:36	6 A. Counsel, you know, I've -- I've 15:00:41
7 situations and the actual evidence that I was 14:58:41	7 given you the best answer I can to this 15:00:41
8 provided. That was not a situation that I saw, 14:58:44	8 question. I think you've asked it three or 15:00:44
9 as you describe it -- 14:58:50	9 four times now, and, you now, the issue that is 15:00:46
10 Q. I'm asking you to apply the 14:58:52	10 a stumbling block I believe for both of us is 15:00:51
11 definition you've applied throughout your 14:58:54	11 the -- my understanding that the cross-use as 15:00:55
12 report for cross-use to my hypothetical. 14:58:56	12 prohibited in this specific instance of these 15:01:00
13 A. I -- 14:58:59	13 specific parties in the color and context of 15:01:03
14 MR. POLITO: Same objections. 14:58:59	14 the specific litigations that have gone before 15:01:06
15 A. But with all due respect, counsel, 14:59:04	15 creates a standard that -- that, as I 15:01:13
16 the best answer I can give you is look at what 14:59:06	16 understand it, prohibits Rimini from reusing 15:01:14
17 the license limits, look at what the court has 14:59:08	17 the solution that was developed for one 15:01:20
18 limit, and don't do the limited things. 14:59:13	18 customer, using the license of that customer in 15:01:25
19 Q. You have a definition of cross-use 14:59:15	19 another customer's environment. 15:01:31
20 in your report. We looked at them, right, 14:59:16	20 And -- and the only thing that I 15:01:33
21 paragraphs 22 through 24? You said you applied 14:59:18	21 can -- the only answer I have is that they have 15:01:34
22 them throughout your report; is that correct? 14:59:20	22 to look to what the license permits. And, you 15:01:37
23 A. Yes. You're not asking me about 14:59:23	23 know, it is to follow the -- the guidance of 15:01:41
24 something I did in my report, though. I didn't 14:59:24	24 that license and the court's guidance. And 15:01:44
25 try to construct a business model for Rimini in 14:59:26	25 that would be, for instance, to develop a fix 15:01:46
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1 my report. 14:59:29	1 from scratch in the second customer's 15:01:51
2 Q. I'm not asking you to construct a 14:59:29	2 environment without reference to the solution 15:01:54
3 business model. I'm asking what I think is a 14:59:31	3 that had been used before. 15:01:57
4 fairly simple hypothetical. Ask me if you need 14:59:33	4 Q. But what about -- 15:02:00
5 any clarifying information. 14:59:36	5 A. And how the engineer would do 15:02:01
6 An engineer acquires that 14:59:38	6 that, I don't know, counsel. You know, I think 15:02:02
7 knowledge about where the problem is, how to 14:59:42	7 that would be a -- a question -- if I were a 15:02:04
8 fix it, spends quite a bit of time, two weeks, 14:59:44	8 software engineer and I was aware of this 15:02:07
9 in doing so in client A's environment, figures 14:59:48	9 litigation and I was aware of the limitations 15:02:09
10 how to develop and implement the fix, tests it. 14:59:52	10 of the license and I was aware of the court's 15:02:12
11 Client B also needs that fix. How under your 14:59:53	11 instruction with respect to cross-use, my 15:02:14
12 definition of cross-use can that engineer 14:59:57	12 solution would be to go and confer with counsel 15:02:18
13 implement that fix in client B's environment -- 15:00:01	13 and find out what the legal answer is. I'm not 15:02:20
14 MR. POLITO: Asked and answered -- 15:00:03	14 a lawyer, and I can't presume to tell you what 15:02:23
15 BY MR. VANDEVELDE: 15:00:03	15 the legal answer is. 15:02:26
16 Q. -- without, as you define, it 15:00:06	16 Q. I'm just asking you to apply your 15:02:27
17 cross-using? 15:00:07	17 definition. Can you think of a way that that 15:02:29
18 MR. POLITO: Asked and answered, 15:00:08	18 engineer, who has acquired all that knowledge 15:02:31
19 outside the scope, incomplete 15:00:09	19 about where the issue is, how to fix it, what 15:02:32
20 hypothetical, compound, vague. 15:00:10	20 to do, that the testing has worked, can you 15:02:35
21 A. By reimplementing the fix in a way 15:00:13	21 think of a way for that engineer to implement 15:02:38
22 that does not reuse the work from customer A's 15:00:15	22 that same fix in client B's environment -- 15:02:41
23 environment. 15:00:18	23 MR. POLITO: Same -- 15:02:41
24 Q. What if -- but in my hypothetical, 15:00:19	24 Q. -- without cross-using as you 15:02:44
25 the engineer has acquired knowledge and 15:00:23	25 define it? 15:02:46
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<p>1 *****</p> <p>2 C E R T I F I C A T E</p> <p>3 *****</p> <p>4 I, PAUL J. FREDERICKSON, CA</p> <p>5 Certified Shorthand Reporter No. 13164 and</p> <p>6 WA Certified Court Reporter No. 2419, do</p> <p>7 hereby certify:</p> <p>8 That prior to being examined,</p> <p>9 the witness named in the foregoing</p> <p>10 deposition was by me duly sworn or affirmed</p> <p>11 to testify to the truth, the whole truth and</p> <p>12 nothing but the truth;</p> <p>13 That said deposition was taken</p> <p>14 down by me in shorthand at the time and</p> <p>15 place therein named, and thereafter reduced</p> <p>16 to print by means of computer-aided</p> <p>17 transcription; and the same is a true,</p> <p>18 correct and complete transcript of said</p> <p>19 proceedings.</p> <p>20 I further certify that I am not</p> <p>21 interested in the outcome of the action.</p> <p>22 Witness my hand this 26th day</p> <p>23 of September 2018.</p> <p>24  PAUL J. FREDERICKSON, CCR, CSR</p> <p>25 WA CCR 2419 CA CSR 13164</p> <p>Expiration date: March 31, 2019</p> <p>Page 354</p>	